

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS,
MONMOUTH COUNTY SHERIFF

AND

CWA LOCAL 1034, BRANCH 4 AFL-CIO
[MONMOUTH COUNTY POLICE RADIO UNIT]

January 1, 2007 through December 31, 2010

SCARINCI & HOLLENBECK, LLC
1100 Valley Brook Avenue
Lyndhurst, NJ 07071

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	RECOGNITION	2
2	UNION SECURITY	3
3	SHOP STEWARD	4
4	MANAGEMENT RIGHTS	6
5	GRIEVANCE PROCEDURE	7
6	SALARY	9
7	SENIORITY	10
8	HOURS OF WORK & OVERTIME	12
9	OUT OF TITLE PAY	14
10	PERFORMING WORK OF UNIT	15
11	UNIFORMS	16
12	HOLIDAYS	17
13	VACATIONS	19
14	LEAVES	21
15	BULLETIN BOARD	23
16	HEALTH BENEFITS	24
17	SEPARATION	26
18	VETERAN'S AND VOLUNTEER RIGHTS AND BENEFITS	27
19	COMMITTEES	28

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS,
MONMOUTH COUNTY SHERIFF

AND

CWA LOCAL 1034, BRANCH 4 AFL-CIO
[MONMOUTH COUNTY POLICE RADIO UNIT]

January 1, 2007 through December 31, 2010

SCARINCI & HOLLENBECK, LLC
1100 Valley Brook Avenue
Lyndhurst, NJ 07071

20	COLLEGE INCENTIVE	29
21	GENERAL	30
22	FULL BARGAIN PROVISION	31
23	DURATION OF THE AGREEMENT	33

This Agreement is entered into by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS and the MONMOUTH COUNTY SHERIFF [hereinafter called the Employer or the County] and the CWA Local 1034, Branch 4 AFL-CIO [hereinafter called the Union]:

PREAMBLE

The County of Monmouth and the Monmouth County Sheriff endorse the practice and procedure of collective bargaining as a fair and orderly way of conducting relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the County and the Sheriff to operate in a responsible and efficient manner consistent with the paramount interests of the public.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County of Monmouth or the Monmouth County Sheriff by the Laws or Regulations of the State of New Jersey.

It is the intention of this Agreement to provide for the salary, fringe benefits and other terms and conditions of employment for employees covered by this Agreement to prevent interruptions in work and to provide an orderly and prompt method for handling and processing grievances.

20	COLLEGE INCENTIVE	29
21	GENERAL	30
22	FULL BARGAIN PROVISION	31
23	DURATION OF THE AGREEMENT	33

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for employees in the following titles, but excluding Confidential Employees, Managerial Executives, Police, Clerical, Professional and Supervisory employees:

Public Safety Telecommunicator Trainee

Public Safety Telecommunicator

Senior Public Safety Telecommunicator

ARTICLE 2

UNION SECURITY

Section 1. The Employer agrees to the following form of Union Security:

(a) Employees who are within the bargaining unit and who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by payment of the regular monthly dues to the Union, or they may be required to pay to the Union a Representation Fee.

(b) Newly hired employees who are within the bargaining unit may be informed by their shop steward that they have the opportunity to join the Union or pay the Union a Representation Fee.

Section 2. After receipt of a written authorization from an individual employee, the Employer agrees to deduct from the salary of said employees an initiation fee and monthly dues uniformly required by the Union. Such deductions shall be made from the first salary paid during the month.

The Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee in making the deductions and transmittals as above specified.

Section 3. If an employee chooses to not become a member of the Union, then that employee will be required to pay to the Union a Representation Fee in lieu of dues. The purpose of this fee will be to offset the employee's cost of services rendered by the Union as their majority representative.

Section 4. The Representation Fee to be paid by non-members will be equal to 85% of the regular membership dues charged by the Union to its own members as permitted by law under N.J.S.A. 34:13A-5.5 through 5.8, and as that law may be amended during the term of this Agreement.

Section 5. The Union agrees to hold the Employer harmless from any action taken by the Employer under the provisions of this Article.

ARTICLE 1

RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for employees in the following titles, but excluding Confidential Employees, Managerial Executives, Police, Clerical, Professional and Supervisory employees:

Public Safety Telecommunicator Trainee

Public Safety Telecommunicator

Senior Public Safety Telecommunicator

ARTICLE 3
SHOP STEWARD

Section 1. The Union may name four Stewards and one Chief Steward. The Union will provide written notification to the Employer of each Steward and Chief Steward which represents it. The Union shall notify the Employer of any changes in designation as they occur.

Section 2. The Chief Steward, or a Steward in the absence of the Chief Steward, shall restrict their activities to the handling of grievances.

The Chief Steward shall be allowed a reasonable amount of time for the handling of grievances, but only to such extent as does not neglect, retard or otherwise interfere with their work duties or with the work or duties of other employees in any manner. The Chief Steward must ask their immediate supervisor for permission to investigate and adjust grievances during work hours, and such permission shall not be unreasonably withheld, consistent with the above.

Section 3. With the exception of processing grievance matters, the Steward will not be allowed to transact any Union business on Employer time or property. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during their normal work hours.

Section 4. The authorized representative of the Union may have access to the radio room on application to the office of the Undersheriff or Sheriffs Officer in charge. Such representative of the Union shall not interfere with employees of the Employer or cause them to neglect their work.

Section 5. While the authorized representative of the Union is on Employer property, the Union shall hold the Employer harmless against any injuries or accidents that may occur to that individual.

Section 6. The Union shall be allocated forty (40) hours of paid leave per year for attendance at formal Union meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization submitted by the Chief Shop Steward to the Undersheriff or Sheriffs Officer in charge, indicating the names of the attending individuals and the times for which their attendance will be required. To facilitate scheduling, advance notice of the use of leave time should be provided at least three (3) weeks prior to scheduled meetings.

ARTICLE 3

SHOP STEWARD

Section 1. The Union may name four Stewards and one Chief Steward. The Union will provide written notification to the Employer of each Steward and Chief Steward which represents it. The Union shall notify the Employer of any changes in designation as they occur.

Section 2. The Chief Steward, or a Steward in the absence of the Chief Steward, shall restrict their activities to the handling of grievances.

The Chief Steward shall be allowed a reasonable amount of time for the handling of grievances, but only to such extent as does not neglect, retard or otherwise interfere with their work duties or with the work or duties of other employees in any manner. The Chief Steward must ask their immediate supervisor for permission to investigate and adjust grievances during work hours, and such permission shall not be unreasonably withheld, consistent with the above.

Section 3. With the exception of processing grievance matters, the Steward will not be allowed to transact any Union business on Employer time or property. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during their normal work hours.

Section 4. The authorized representative of the Union may have access to the radio room on application to the office of the Undersheriff or Sheriffs Officer in charge. Such representative of the Union shall not interfere with employees of the Employer or cause them to neglect their work.

Section 5. While the authorized representative of the Union is on Employer property, the Union shall hold the Employer harmless against any injuries or accidents that may occur to that individual.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and will continue to retain the right and responsibility to direct the affairs of the department covered by this contract in all their various aspects.

Section 2. Among the rights retained by the Employer are its right to direct the working forces; to plan, direct and control all the operations and services of the department covered in this contract; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities.

Section 3. The exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 4. It is further agreed that the above detailed management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but which may be reasonably exercisable by the Employer.

Section 5. It is agreed that the Employer will install a time clock during the term of this contract.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

Section 2. To be considered under this procedure, a grievance must be initiated within ten (10) working days from the time when the cause for the grievance first occurred.

Section 3. The following procedures shall be the sole means of obtaining adjustment of a grievance. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeals of the grievance.

STEP 1 - Within ten (10) days of when it first arises, the grievance shall be taken up between the employee, the Steward, and the Supervisor of Operations or the Administrative Supervisor. The Supervisor of Operations or Administrative Supervisor shall within five (5) working days thereafter give an oral or a written decision on the grievance.

STEP 2 - If no satisfactory settlement is reached during the first Step, the grievance shall then be reduced to writing within five (5) working days after the Step 1 answer is received or due, whichever is sooner. The grievance must state the specific provision of the Agreement brought into question and it shall be duly served upon the Chief of Operations. The grievance shall be promptly discussed between the Chief of Operations and a representative of the Union. A written decision shall be given to the Union within ten (10) days of its receipt by the Chief of Operations.

STEP 3 - If the decision given by the Chief of Operations does not satisfactorily settle the grievance, the Union shall notify the Sheriffs Officer in charge of the Radio Room

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and will continue to retain the right and responsibility to direct the affairs of the department covered by this contract in all their various aspects.

Section 2. Among the rights retained by the Employer are its right to direct the working forces; to plan, direct and control all the operations and services of the department covered in this contract; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities.

Section 3. The exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 4. It is further agreed that the above detailed management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but which may be reasonably exercisable by the Employer.

Section 5. It is agreed that the Employer will install a time clock during the term of this contract.

within five (5) days after the Step 2 answer is received or due, whichever is sooner. The Sheriffs Officer in charge shall review the grievance and provide the union with a written decision within ten (10) days thereafter.

STEP 4 - If the decision given by the Sheriffs Officer in charge does not satisfactorily settle the grievance, the Union shall notify the Undersheriff in charge of the Radio Room within five (5) days after the Step 3 answer is received or due, whichever is sooner. The Undersheriff shall review the grievance within ten (10) working days after receipt of such notice. A written decision shall be given to the Union within ten (10) working days thereafter.

STEP 5 - In the event the grievance is not satisfactorily settled at Step 4, then the Union may request arbitration, within ten (10) working days the decision at Step 4 is received or due, whichever is sooner, through the Public Employment Relations Commission.

Section 4. Any grievance the Employer may have against the Union shall be reduced to writing and submitted to the Chief Steward, who will promptly arrange a meeting with the Undersheriff in charge of the Radio Room.

If the matter is not satisfactorily settled at that meeting or within five (5) working days thereafter, the grievance may then be processed through Step 5 of the Grievance Procedure.

Section 5. The Arbitrator shall have the power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provision of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

The parties shall share equally the fees and expenses of the Arbitrator but all other costs shall be borne solely by the party incurring them.

ARTICLE 6

SALARY

Section 1. Effective the first pay period in 2007, a salary guide will be in effect and as set forth in Appendix A, attached hereto.

Movement on the guide shall be as indicated in Appendix A, with the movement to the next higher step in the succeeding years of this contract and those at maximum remaining at maximum, as indicated.

Movement on the senior guide shall be as indicated in Appendix A, with the movement across the guide from year to year, as indicated.

Section 2. Employees hired in the title of Public Safety Telecommunicator Trainee shall be moved to the first step on the guide at the time they complete their training and are eligible to assume the title of Public Safety Telecommunicator. They will remain at that first step until the next calendar year, when they will progress on the guide as all other employees.

Section 3. Employees who are assigned to be on an "on-call" status during their off-duty hours shall receive an additional five percent (5%) of their regular hourly salary for the time of such assignment. It is understood that "on-call" status will be paid at the rate of five percent (5 %) an employee's regular hourly salary for eight (8) hours for each 24-hour period of such assignment.

Section 4. Pay checks for employees working on the shift ending at 7:00 am on a Friday pay date will be made available at the end of their shift. Employees with Direct Deposit will have access to their pay statements, on request, beginning at 3 pm on Thursday, or as soon thereafter as the pay statements are available through payroll.

within five (5) days after the Step 2 answer is received or due, whichever is sooner. The Sheriffs Officer in charge shall review the grievance and provide the union with a written decision within ten (10) days thereafter.

STEP 4 - If the decision given by the Sheriffs Officer in charge does not satisfactorily settle the grievance, the Union shall notify the Undersheriff in charge of the Radio Room within five (5) days after the Step 3 answer is received or due, whichever is sooner. The Undersheriff shall review the grievance within ten (10) working days after receipt of such notice. A written decision shall be given to the Union within ten (10) working days thereafter.

STEP 5 - In the event the grievance is not satisfactorily settled at Step 4, then the Union may request arbitration, within ten (10) working days the decision at Step 4 is received or due, whichever is sooner, through the Public Employment Relations Commission.

Section 4. Any grievance the Employer may have against the Union shall be reduced to writing and submitted to the Chief Steward, who will promptly arrange a meeting with the Undersheriff in charge of the Radio Room.

If the matter is not satisfactorily settled at that meeting or within five (5) working days thereafter, the grievance may then be processed through Step 5 of the Grievance Procedure.

Section 5. The Arbitrator shall have the power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provision of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

The parties shall share equally the fees and expenses of the Arbitrator but all other costs shall be borne solely by the party incurring them.

ARTICLE 7

SENIORITY

Section 1. Seniority is defined as an employee's total length of continuous service with the Employer, beginning with their last date of hire.

Section 2. Seniority in classification will be considered in transfers and reassignments in accordance with New Jersey Department of Personnel regulations, though the Employer shall have the final authority to reassign or transfer an employee as workload dictates.

Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation scheduling, provided that it may not strictly apply where ability to perform the work is equal, as determined by the Employer.

Section 3. An employee discharged while serving a provisional or temporary appointment, or released at the end of a working test period, shall not have recourse to the Grievance Procedure as set forth in this Agreement and must utilize instead the appeal procedures available through the New Jersey Department of Personnel, Merit System Board.

Section 4. The filling of vacancies and positions shall be subject to New Jersey Department of Personnel regulations.

For promotions, each interested employee will be interviewed and thereafter provided with reasons for whatever action is taken.

Section 5. If a reduction of force becomes necessary, said reduction shall be in accordance with New Jersey Department of Personnel regulations.

Section 6. The Employer shall maintain a seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request. If such a list is provided, the Union shall have forty-five (45) days thereafter to notify the Employer of any written objections to the accuracy of the roster; and if

APPENDIX A - SALARY GUIDE

Public Safety Telecommunicator [movement down by step for each year, except 2006 to 2007]:

Salary Guide:

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
E	36,000	37,350	38,750	40,203
1	44,000	45,650	47,362	49,138
2	46,000	47,725	49,514	51,371
3	48,000	49,800	51,677	53,614
4	50,000	51,875	53,836	55,854
5	52,000	53,950	55,973	58,072
6	54,000	56,025	58,126	60,305
7	56,000	58,100	60,278	62,538
8	58,000	60,175	62,431	64,772

Senior Public Safety Telecommunicator [movement across]:

50,000	64,000	66,400	68,890	71,473
--------	--------	--------	--------	--------

Off Guide

58,000	70,000	72,625	75,348	78,174
--------	--------	--------	--------	--------

- * All dispatchers hired during 2006 will progress to Step One. Any dispatcher hired after January 1, 2007 will be placed at the entry level step.
- * New hires should go to the New hiring salary for each year.
- * All new hires must work at least twelve (12) months before progressing to the first step.
- * Movement from 2006 to 2007 will be horizontal only.

This step guide will not continue beyond the contract.

APPENDIX A - SALARY GUIDE

Public Safety Telecommunicator [movement down by step for each year, except 2006 to 2007]:

Salary Guide:

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
E	36,000	37,350	38,750	40,203
1	44,000	45,650	47,362	49,138
2	46,000	47,725	49,514	51,371
3	48,000	49,800	51,677	53,614
4	50,000	51,875	53,836	55,854
5	52,000	53,950	55,973	58,072
6	54,000	56,025	58,126	60,305
7	56,000	58,100	60,278	62,538
8	58,000	60,175	62,431	64,772

Senior Public Safety Telecommunicator [movement across]:

50,000	64,000	66,400	68,890	71,473
--------	--------	--------	--------	--------

Off Guide

58,000	70,000	72,625	75,348	78,174
--------	--------	--------	--------	--------

- * All dispatchers hired during 2006 will progress to Step One. Any dispatcher hired after January 1, 2007 will be placed at the entry level step.
- * New hires should go to the New hiring salary for each year.
- * All new hires must work at least twelve (12) months before progressing to the first step.
- * Movement from 2006 to 2007 will be horizontal only.

This step guide will not continue beyond the contract.

such written objections are not so presented by the Union, then the roster shall be deemed accurate for all purposes under this Agreement.

ARTICLE 8

HOURS OF WORK & OVERTIME

Section 1. The normal work week shall consist of either a thirty-six (36) hour week (three (3) twelve (12) hour shifts) or a forty-four (44) hour work week (three (3) twelve (12) hour shifts and an eight (8) hour shift) to be scheduled by the Employer. Each work day shall include a paid one-half (1/2) hour lunch time for days scheduled for more than 4 hours, during which time the employee may not leave the premises of the Employer. The Employer retains the right to revert to a forty (40) hour work week at any time after notice and consultation with the Union.

Section 2. All employees shall receive time and one half pay for all hours actually worked in excess of forty (40) hours in a week, and provided that sick days shall not be counted as time worked in a week. Sick leave shall not count as hours worked for overtime purposes in accordance with the FLSA.

Section 3. Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

Section 4. All employees are expected to perform a reasonable amount of overtime. The Employer recognizes that it may be inconvenient for individual employees to work overtime and will give due consideration to each request for relief from overtime work. However, the parties agree that the Employer shall be the sole judge as to the necessity for overtime work.

Section 5. In the event an employee is called back to work after completion of a normal work shift, the employee shall be entitled to a minimum of two (2) hours pay at the

such written objections are not so presented by the Union, then the roster shall be deemed accurate for all purposes under this Agreement.

overtime rate. This minimum shall not apply if the employee is called back to work two (2) hours or less prior to the start of their regular work assignment.

Section 6. Employees shall be granted a paid fifteen (15) minute coffee break during each four (4) hours of an assigned shift which shall be unscheduled, the timing of which shall be determined by workload.

Section 7. Employees shall not be permitted to switch shift assignments without permission, which permission will be denied if overtime is reasonably expected to be created. Employees shall not be permitted to be relieved "early," nor may the employee being relieved leave "early". All relief must be on the scheduled time.

Section 8. Compensatory time off may be granted on request of an employee and at the sole discretion of the Employer. Scheduling shall be by request of the employee, and such requests will not be unreasonably denied.

Employees earning compensatory time may hold up to a maximum of eighty (80) hours during the course of the year, provided that the Employer retains the right to make a payout of some or all the accumulated hours in December of each year.

Section 9. When an employee is assigned by the Chief of Communications to assist another agency during non-duty hours, compensation will be paid at the overtime rate.

ARTICLE 9

OUT OF TITLE PAY

Section 1. An employee who is authorized by their immediate supervisor to perform functions of a senior position shall be eligible to receive additional compensation. The compensation will be provided at the current senior rate. Said additional compensation shall be paid only when the employee assumes senior duties.

overtime rate. This minimum shall not apply if the employee is called back to work two (2) hours or less prior to the start of their regular work assignment.

Section 6. Employees shall be granted a paid fifteen (15) minute coffee break during each four (4) hours of an assigned shift which shall be unscheduled, the timing of which shall be determined by workload.

Section 7. Employees shall not be permitted to switch shift assignments without permission, which permission will be denied if overtime is reasonably expected to be created. Employees shall not be permitted to be relieved "early," nor may the employee being relieved leave "early". All relief must be on the scheduled time.

Section 8. Compensatory time off may be granted on request of an employee and at the sole discretion of the Employer. Scheduling shall be by request of the employee, and such requests will not be unreasonably denied.

Employees earning compensatory time may hold up to a maximum of eighty (80) hours during the course of the year, provided that the Employer retains the right to make a payout of some or all the accumulated hours in December of each year.

Section 9. When an employee is assigned by the Chief of Communications to assist another agency during non-duty hours, compensation will be paid at the overtime rate.

ARTICLE 10

PERFORMING WORK OF UNIT

Section 1. Due to the nature of the radio room, a supervisory or technical employee will be permitted to perform unit work at anytime.

ARTICLE 11

UNIFORMS

Section 1. All employees are responsible for the purchase and maintenance of his/her required uniform. If the employer requires a material change in the existing uniforms, the employer shall be responsible for the initial purchase of same.

Section 2. The Employer retains the right to direct the uniform to be worn by employees, along with safety equipment necessary to perform the work, reserving the right to modify practices on reasonable notice to the Union and upon further consultation with the Union.

Section 3. If an employee reports to work not wearing the required uniform or designated safety equipment, that employee will be subject to being sent home for the day without pay and subject to further disciplinary action.

Section 4. New officers shall purchase a full complement of necessary clothing as set forth by the Employer's rules and regulations.

ARTICLE 10

PERFORMING WORK OF UNIT

Section 1. Due to the nature of the radio room, a supervisory or technical employee will be permitted to perform unit work at anytime.

ARTICLE 12

HOLIDAYS

Section 1. Employees will not receive any type of holiday pay, but rather will only receive his/her regular straight time pay if scheduled to work on recognized County holidays within the County. All employees will be afforded thirteen (13) alternate days off per year. Should the employer direct an employee that he/she cannot take a scheduled alternate day off due to scheduling needs, the employer will pay the employee regular straight time pay for the alternate day that could not be utilized by not later than the first pay in December. (Note: Since this is effective January 1, 2007, the holiday pay already paid to the affected employees will be deducted from his/her retroactive monies, as the holiday pay is being incorporated into base salary effective January 1 2007).

Section 2. On days when the Monmouth County Board of Chosen Freeholders closes all County offices because of snow or other emergency, the following wage rates shall apply:

- A. If all offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any bargaining unit employee working on that day [11 pm to 11 pm] will receive two times their regular wage for all hours actually worked throughout their full regular shift. In no case shall more than eight (8) hours additional pay be credited.
- B. If all offices are closed after 9:00 a.m. for less than a full day, each bargaining unit employee working on that day [11 pm to 11 pm] will be paid two times their regular wage rate for all hours actually worked up to the number of hours the County offices were closed. In no case shall more than eight (8) hours additional pay be credited.

All other hours worked on that day shall be paid at the rate called for in this Agreement.

C. This section shall not apply if less than all County offices are closed.

ARTICLE 12

HOLIDAYS

Section 1. Employees will not receive any type of holiday pay, but rather will only receive his/her regular straight time pay if scheduled to work on recognized County holidays within the County. All employees will be afforded thirteen (13) alternate days off per year. Should the employer direct an employee that he/she cannot take a scheduled alternate day off due to scheduling needs, the employer will pay the employee regular straight time pay for the alternate day that could not be utilized by not later than the first pay in December. (Note: Since this is effective January 1, 2007, the holiday pay already paid to the affected employees will be deducted from his/her retroactive monies, as the holiday pay is being incorporated into base salary effective January 1 2007).

Section 2. On days when the Monmouth County Board of Chosen Freeholders closes all County offices because of snow or other emergency, the following wage rates shall apply:

- A. If all offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any bargaining unit employee working on that day [11 pm to 11 pm] will receive two times their regular wage for all hours actually worked throughout their full regular shift. In no case shall more than eight (8) hours additional pay be credited.
- B. If all offices are closed after 9:00 a.m. for less than a full day, each bargaining unit employee working on that day [11 pm to 11 pm] will be paid two times their regular wage rate for all hours actually worked up to the number of hours the County offices were closed. In no case shall more than eight (8) hours additional pay be credited.

ARTICLE 13

VACATIONS

Section 1. The Employer agrees to grant to all employees within the Bargaining Unit vacation with pay in accordance with the following schedule [note: each "working day" shall be deemed to be an eight (8)hour day]:

1. One (1) working day per month worked during the first calendar year of employment.
2. Twelve (12) working days per year, after the first calendar year and up to and including five (5) years of service earned at the rate of one (1) day per month.
3. Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one-quarter (1-1/4) days per month.
4. Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years of service earned at the rate of one-and-two-third (1-2/3) days per month.
5. Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth (2-1/12) days per month.

Section 2. For purposes of computation, those employees who are hired between January 1st and June 30th will be credited for that year of service in determining time served for their vacation leave. Those hired after June 30th will not receive credit for that year of service in determining their vacation time for that year, but will begin receiving credit on January 1st of the following year.

Section 3. Any additional vacation days granted generally to all other County employees by the Board of Chosen Freeholders shall also be granted to the Union.

Section 4. Vacations shall be taken between January 1st and December 31st inclusive. However, not more than one employee per squad may be scheduled for vacation at any one time, though exceptions maybe considered at the sole discretion of the Employer.

Section 5. Employees may receive an advance vacation check for earned leave if they are taking a full week of vacation and if a written request is submitted to their supervisor at least four (4) weeks prior.

Section 6. Vacation schedules will be posted on the first week of November and the first week of January of each year for employees to schedule their vacations according to seniority for the succeeding half-year. The posting shall be removed by December 15 and March 15, respectively. Vacation time that an employee seeks to schedule after the March 15 posting deadline shall be on a first-come, first-serve basis.

The Employer retains the right to assign vacation days where an employee has selected and scheduled fewer than their fully allotted vacation time by March 15 so that the days are not carried over.

Section 7. Vacations should normally be taken in five (5) day increments, but increments of a day may be approved in the discretion of the Employer.

ARTICLE 13

VACATIONS

Section 1. The Employer agrees to grant to all employees within the Bargaining Unit vacation with pay in accordance with the following schedule [note: each "working day" shall be deemed to be an eight (8)hour day]:

1. One (1) working day per month worked during the first calendar year of employment.
2. Twelve (12) working days per year, after the first calendar year and up to and including five (5) years of service earned at the rate of one (1) day per month.
3. Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one-quarter (1-1/4) days per month.
4. Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years of service earned at the rate of one-and-two-third (1-2/3) days per month.
5. Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth (2-1/12) days per month.

Section 2. For purposes of computation, those employees who are hired between January 1st and June 30th will be credited for that year of service in determining time served for their vacation leave. Those hired after June 30th will not receive credit for that year of service in determining their vacation time for that year, but will begin receiving credit on January 1st of the following year.

Section 3. Any additional vacation days granted generally to all other County employees by the Board of Chosen Freeholders shall also be granted to the Union.

ARTICLE 14

LEAVES

Section 1. Sick Leave. Sick leave is defined as absence from post or duty by an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee. Eligible employees shall earn sick leave according to the following schedule:

1. Eight (8) hours [one (1) day per month] earned per month worked during the first year of employment.
2. One hundred and twenty (120) hours [fifteen (15) days per year] advanced for each calendar year thereafter.

Unused sick leave will be accumulative from year to year.

The Employer may require proof of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family who is seriously ill. Any proof of illness so provided shall be fully descriptive of the condition which required the absence from work and must include a consent provision to provide an Employer-designated doctor the right to request and review the records of the treating doctor to verify the illness.

Section 2. Personal Days. An employee is entitled to twenty-four (24) hours [three (3) days] for administrative leave each year for the transaction of personal business, which shall be given upon prior written notice normally to be given five (5) days prior to anticipated use, except in emergencies, and subject to approval of the Employer. Such leave cannot be accumulated from year to year. Approval of administrative leave shall not be unreasonably withheld unless a staff shortage will be incurred; however, such days may be withheld on the day before or the day following any paid holiday or vacations except in extenuating circumstances.

Section 4. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of their parent, step-parent, spouse, child or stepchild. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent, grandchild or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship to the employee.

Upon the death of an employee the County shall pay supplemental compensation to the employee's estate in the amount of one-half (1/2) of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of death, but not to exceed \$ 15,000.00 or such higher amount as the County may hereafter adopt by resolution.

Section 5. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty.

Section 6. Compensation Days. An employee with compensation time due them may request use of that time upon prior written notice which shall normally be given five (5) days prior to anticipated use and subject to approval of the Employer. Approval shall not be unreasonably withheld unless a staff shortage will be incurred.

ARTICLE 14

LEAVES

Section 1. Sick Leave. Sick leave is defined as absence from post or duty by an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee. Eligible employees shall earn sick leave according to the following schedule:

1. Eight (8) hours [one (1) day per month] earned per month worked during the first year of employment.
2. One hundred and twenty (120) hours [fifteen (15) days per year] advanced for each calendar year thereafter.

Unused sick leave will be accumulative from year to year.

The Employer may require proof of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family who is seriously ill. Any proof of illness so provided shall be fully descriptive of the condition which required the absence from work and must include a consent provision to provide an Employer-designated doctor the right to request and review the records of the treating doctor to verify the illness.

Section 2. Personal Days. An employee is entitled to twenty-four (24) hours [three (3) days] for administrative leave each year for the transaction of personal business, which shall be given upon prior written notice normally to be given five (5) days prior to anticipated use, except in emergencies, and subject to approval of the Employer. Such leave cannot be accumulated from year to year. Approval of administrative leave shall not be unreasonably withheld unless a staff shortage will be incurred; however, such days may be withheld on the day before or the day following any paid holiday or vacations except in extenuating circumstances.

ARTICLE 15

BULLETIN BOARD

Section 1. The Employer agrees to provide bulletin board space for Union use for the posting of formal notices of meetings, elections, names of representatives and officers of the Union and other general matters concerning the business of the Union.

Section 2. All notices to be posted by the Union must be presented to the Employer prior to posting to ensure compliance with Section 1.

Section 3. It is agreed that memoranda posted by the Employer shall also be separately maintained in a memo book for review by any employee.

ARTICLE 16

HEALTH BENEFITS

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee participation in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and paid through automatic payroll deductions.

The traditional indemnity medical insurance program shall not be offered nor available to employees hired on or after July 1, 1994. Availability of the traditional medical insurance program shall be governed by the County's resolution number 94-267, adopted April 14, 1994 and attached hereto as Appendix B and Sidebar Agreement is attached hereto as Appendix C.

Section 3. Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County with a \$3.00 co-pay for prescription drugs and a \$1.00 co-pay for those who use generic drugs. It is understood that the current prescription drug plan and co-pay may be changed no sooner than January 1, 2003, but it is agreed that the changes shall not exceed \$15 for brand drugs and \$5 for generic drugs, retail, and \$10 for brand drugs and \$ 0.00 for generic drugs, by mail, and that they may be implemented without further negotiations.

ARTICLE 15

BULLETIN BOARD

Section 1. The Employer agrees to provide bulletin board space for Union use for the posting of formal notices of meetings, elections, names of representatives and officers of the Union and other general matters concerning the business of the Union.

Section 2. All notices to be posted by the Union must be presented to the Employer prior to posting to ensure compliance with Section 1.

Section 3. It is agreed that memoranda posted by the Employer shall also be separately maintained in a memo book for review by any employee.

Section 4. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Temporary employees are not eligible for these benefits.

Section 5. At the time the County adopts the statutory compensation provided in N.J.SA 34:15-12(a) [and as that law may be amended], for all its unrepresented employees, then such adopted provisions shall apply to this unit. It is understood that the procedures adopted shall insure that employees on workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave for the first year. Section 6. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the Employer may test that individual, which test will be conducted in accordance with the specimen collection policy procedures set forth in the CDL substance abuse testing policy as adopted by the County by formal resolution.

Section 7. The Employer shall provide each employee with the opportunity for an annual hearing and eye examination. The scope of the examination will be determined by the Employer and the cost of the examining doctor will be paid by the Employer. If an employee wishes to take advantage of such examination, that employee must schedule it during off-hours and within the first three (3) months of each new year. The Employer reserves the right, at its sole discretion, to mandate that employees undergo annual screenings.

ARTICLE 17

SEPARATION

Section 1. Separation from service of the Employer may result from retirement, resignation, or by termination of the employee's services by the Employer.

Section 2. Employees who wish to terminate their services shall notify the County at least two (2) weeks prior to their effective date of resignation in order for the resignation to be in good standing. Notification may be verbal or in writing and should state the date and reason for leaving. Any representative of the employer may accept an immediate oral resignation, but such resignation shall be considered not in good standing unless differently recorded by the Employer.

Section 3. In cases of suspension or dismissal, the Employer shall notify the Union of such action unless otherwise directed by the affected employee.

Section 4. It is agreed that no employee shall be suspended or removed without just cause.

Section 4. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Temporary employees are not eligible for these benefits.

Section 5. At the time the County adopts the statutory compensation provided in N.J.SA 34:15-12(a) [and as that law may be amended], for all its unrepresented employees, then such adopted provisions shall apply to this unit. It is understood that the procedures adopted shall insure that employees on workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave for the first year. Section 6. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the Employer may test that individual, which test will be conducted in accordance with the specimen collection policy procedures set forth in the CDL substance abuse testing policy as adopted by the County by formal resolution.

Section 7. The Employer shall provide each employee with the opportunity for an annual hearing and eye examination. The scope of the examination will be determined by the Employer and the cost of the examining doctor will be paid by the Employer. If an employee wishes to take advantage of such examination, that employee must schedule it during off-hours and within the first three (3) months of each new year. The Employer reserves the right, at its sole discretion, to mandate that employees undergo annual screenings.

ARTICLE 18

VETERAN'S AND VOLUNTEER RIGHTS AND BENEFITS

Section 1. The seniority rights of employees who enlist or are drafted pursuant to law shall be maintained during the period of service and they shall have the right to reinstatement to their former position or to a position of equal status at the salary rate previously received together with all salary increases granted by the Employer to that employee's previous position during the period of military service.

ARTICLE 19

COMMITTEES

Section 1. There shall be established a joint Union-County Safety and Health Committee to review safety and health issues, including scheduling, equipment and security. Each party shall designate two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

Section 2. There shall be established a joint Union-County Uniform Committee to review uniform issues. Each party shall designate two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which request shall include an expected agenda.

ARTICLE 18

VETERAN'S AND VOLUNTEER RIGHTS AND BENEFITS

Section 1. The seniority rights of employees who enlist or are drafted pursuant to law shall be maintained during the period of service and they shall have the right to reinstatement to their former position or to a position of equal status at the salary rate previously received together with all salary increases granted by the Employer to that employee's previous position during the period of military service.

ARTICLE 20

COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained operators, they hereby agree to pay any employee covered by this Agreement additional compensation in the amount of \$50.00 per year of college credit that is obtained by an employee after January 1, 2007 and while employed by the Sheriff or the County. The credit must be from an accredited college, with a final grade of C or higher, and in a course that will be of value to the person in the performance of work for the Employer, which the Employer shall approve.

Section 2. Prior to registration in a course, an Employee must obtain approval to attend the course if the above additional payment is sought. A committee consisting of representatives of the Sheriff's Office, the Personnel Office and the Union shall review and approve proposed courses. Payment shall not be made without prior approval, which shall not be unreasonably withheld.

ARTICLE 21

GENERAL

Section 1. It is agreed that the Employer and the Union will continue the practice of not discriminating against any employee because of race, color, creed, nationality, sex or sexual orientation. No employee shall be discriminated against or transferred because of lawful union activities.

Section 2. It is agreed that if an employee is not promoted from an approved list, the Employer shall provide the employee with the reason for the decision.

Section 3. The Union will be notified of any adopted Freeholder resolutions and/or published County policies that affect terms and conditions of employment which will be provided to the Union President and the Union within seven (7) business days of the publication.

Section 4. Excessive Tardiness. Excessive tardiness is defined as three (3) times in a thirty-day period, six (6) times in a twelve (12) month period or ten (10) times in a twelve (12) month period consisting of lateness's of five (5) minutes or less.

a. Infractions are limited to a calendar year January 1 thru December 31. Tardiness will not be used for progressive discipline with other attendance related infractions.

b. If an employee is free of any tardiness violations for one (1) calendar year January 1 thru December 31 they will revert back one step on the progressive discipline scale.

ARTICLE 20

COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained operators, they hereby agree to pay any employee covered by this Agreement additional compensation in the amount of \$50.00 per year of college credit that is obtained by an employee after January 1, 2007 and while employed by the Sheriff or the County. The credit must be from an accredited college, with a final grade of C or higher, and in a course that will be of value to the person in the performance of work for the Employer, which the Employer shall approve.

Section 2. Prior to registration in a course, an Employee must obtain approval to attend the course if the above additional payment is sought. A committee consisting of representatives of the Sheriff's Office, the Personnel Office and the Union shall review and approve proposed courses. Payment shall not be made without prior approval, which shall not be unreasonably withheld.

ARTICLE 22

FULL BARGAIN PROVISION

Section 1. This Agreement represents and incorporates the complete and final understanding of statements by the parties on all bargainable issues that are subject to and could have been subject to negotiations.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties when they negotiated or signed this Agreement.

APPENDIX A - SALARY GUIDE

Public Safety Telecommunicator [movement down by step for each year, except 2006 to 2007]:

Salary Guide:

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
E	36,000	37,350	38,750	40,203
1	44,000	45,650	47,362	49,138
2	46,000	47,725	49,514	51,371
3	48,000	49,800	51,677	53,614
4	50,000	51,875	53,836	55,854
5	52,000	53,950	55,973	58,072
6	54,000	56,025	58,126	60,305
7	56,000	58,100	60,278	62,538
8	58,000	60,175	62,431	64,772

Senior Public Safety Telecommunicator [movement across]:

50,000	64,000	66,400	68,890	71,473
--------	--------	--------	--------	--------

Off Guide

58,000	70,000	72,625	75,348	78,174
--------	--------	--------	--------	--------

- * All dispatchers hired during 2006 will progress to Step One. Any dispatcher hired after January 1, 2007 will be placed at the entry level step.
- * New hires should go the New hiring salary for each year.
- * All new hires must work at least twelve (12) months before progressing to the first step.
- * Movement from 2006 to 2007 will be horizontal only.

This step guide will not continue beyond the contract.

ARTICLE 22

FULL BARGAIN PROVISION

Section 1. This Agreement represents and incorporates the complete and final understanding of statements by the parties on all bargainable issues that are subject to and could have been subject to negotiations.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties when they negotiated or signed this Agreement.

ARTICLE 23

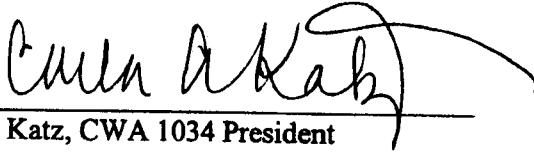
DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2007 and shall continue in force and effect until December 31, 2010.

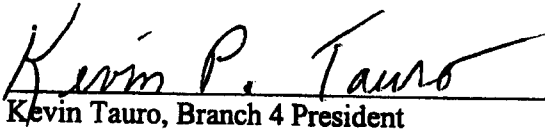
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this day of 2007.

UNION

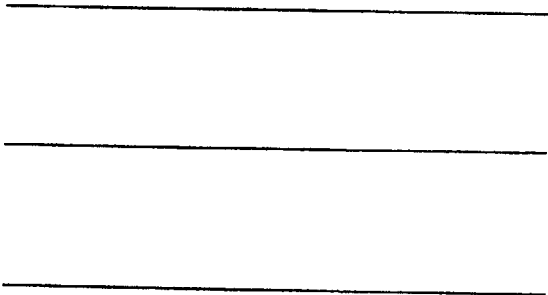
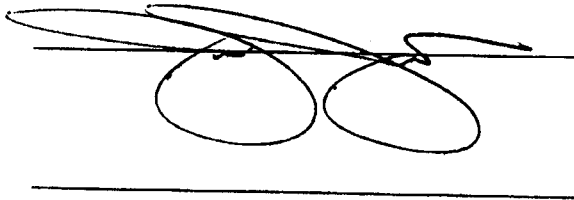
COUNTY



Carla Katz, CWA 1034 President



Kevin Tauro, Branch 4 President



RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR
RETIREEES

WITH TWENTY FIVE (25) OR MORE YEARS OF SERVICE
AND CHANGES IN POLICY CONCERNING RETIREMENT WITH
HEALTH BENEFITS AT NO COST AS WELL AS CESSATION
OF OFFERING THE COUNTY'S SELF-FUNDED INDEMNITY
HEALTH CARE PLAN TO NEW EMPLOYEES

Freeholder HANDLIN offered the following
résolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her

ARTICLE 23

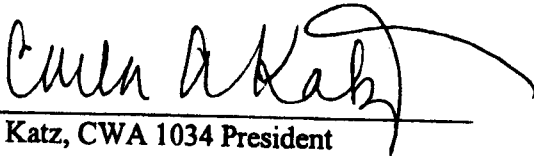
DURATION OF THE AGREEMENT

This Agreement shall be effective January 1, 2007 and shall continue in force and effect until December 31, 2010.

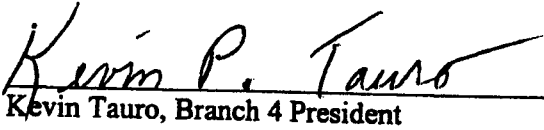
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this day of 2007.

UNION

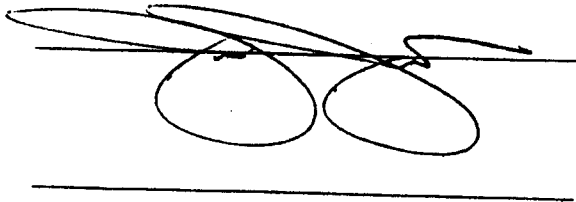
COUNTY



Carla Katz, CWA 1034 President



Kevin Tauro, Branch 4 President





discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P2 → BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P3 → BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these actives employees may, during their active employment only, choose between

the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder **STOPPIELLO** and adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello, Mr. Narozanick, Mr. Powers, and Director Larrison

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD APRIL 14 1994

Richard Larrison

CLERK

discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P2

→ BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P3

→ BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these actives employees may, during their active employment only, choose between

**SIDEBAR AGREEMENT
BETWEEN
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO LOCAL 1034, BRANCH 4
(MONMOUTH COUNTY POLICE RADIO UNIT)**

WHEREAS, the County of Monmouth ("County") adopted Resolution No. 94-267 ("Resolution"), in 1994; and

WHEREAS, said Resolution set forth, among other things, that any employee hired after July 1, 1994 would not receive retiree health benefits; and

WHEREAS, subsequent to the passage of said Resolution the County hired four (4) non-bargaining unit employees and provided them with retiree health benefits; and

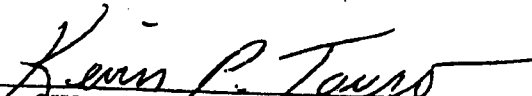
WHEREAS, said Resolution remains in full force and effect; and

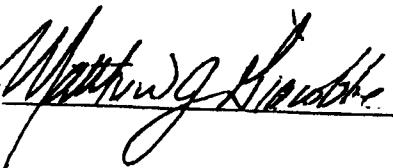
WHEREAS, to facilitate good labor relations;

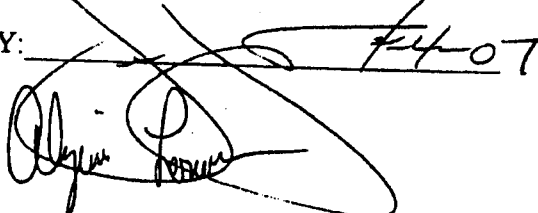
IT IS HEREBY AGREED as follows:

1. Should the County grant any other County bargaining unit with retirement health benefits in the future, it agrees to reopen contractual negotiations with the Union as to any and all of its bargaining units upon written notice from the Union;
2. The County agrees that should it grant any non-bargaining unit employee with retirement health benefits it will notify the Union that it has granted a non-bargaining unit employee retirement health benefits within ten (10) business days; and
3. It is expressly agreed and understood that the County does not have to provide the Union with any notice of any employee who obtains retirement medical benefits as a result of an intergovernmental transfer in accordance with New Jersey State Law and Regulations (i.e., N.J.S.A. 11A:2-28 and N.J.A.C. 4A:4-7.1A).

BY: 
COUNTY OF MONMOUTH

BY: 
CWA LOCAL 1034
(POLICE RADIO UNIT) 4-4-07

BY: 

BY:  4-4-07

The Board of Chosen Freeholders of the County of Monmouth

LOUIS PAPAROZZI
County Administrator
E-MAIL: lpaparoz@co.monmouth.nj.us



HALL OF RECORDS
1 East Main Street, Room 201
Freehold, New Jersey 07728
Telephone 732-431-7384
Fax 732-409-4820

Advisory, Consultative or Deliberative Material

MEMORANDUM

TO: Mark E. Acker, Director of Finance
✓ Frederica A. Brown, Director of Personnel
Matthew J. Giacobbe, Special County Counsel
Sheriff Joseph W. Oxley
James Ramsey, Chief, Police Radio
Kevin Tauro, President, CWA 1034, Branch 4

FROM: Louis Paparozzi, County Administrator

RE: *Negotiated Agreement between the CWA, AFL-CIO Local
1034, Branch 4 (Police Radio Unit) and County of Monmouth*

DATE: May 22, 2007

RECEIVED
2007 MAY 24 AM 9:02
COUNTY OF MONMOUTH
HALL OF RECORDS

Enclosed please find an executed Agreement between the Monmouth County Board of Chosen Freeholders and the Communication Workers of America, AFL-CIO Local 1034, Branch 4 – Police Radio Unit - for the period January 1, 2007 through December 31, 2010.

A certified copy of Freeholder Resolution #07-272 adopting the contract is also attached.

LP:sjb
Encls.
C: Diane Auliano/encl

**SIDEBAR AGREEMENT
BETWEEN
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO LOCAL 1034, BRANCH 4
(MONMOUTH COUNTY POLICE RADIO UNIT)**

WHEREAS, the County of Monmouth ("County") adopted Resolution No. 94-267 ("Resolution"), in 1994; and

WHEREAS, said Resolution set forth, among other things, that any employee hired after July 1, 1994 would not receive retiree health benefits; and

WHEREAS, subsequent to the passage of said Resolution the County hired four (4) non-bargaining unit employees and provided them with retiree health benefits; and

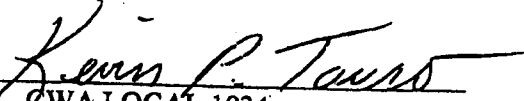
WHEREAS, said Resolution remains in full force and effect; and

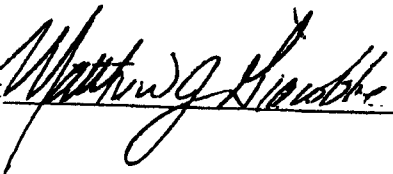
WHEREAS, to facilitate good labor relations;

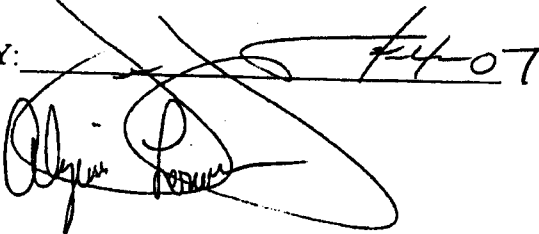
IT IS HEREBY AGREED as follows:

1. Should the County grant any other County bargaining unit with retirement health benefits in the future, it agrees to reopen contractual negotiations with the Union as to any and all of its bargaining units upon written notice from the Union;
2. The County agrees that should it grant any non-bargaining unit employee with retirement health benefits it will notify the Union that it has granted a non-bargaining unit employee retirement health benefits within ten (10) business days; and
3. It is expressly agreed and understood that the County does not have to provide the Union with any notice of any employee who obtains retirement medical benefits as a result of an intergovernmental transfer in accordance with New Jersey State Law and Regulations (i.e., N.J.S.A. 11A:2-28 and N.J.A.C. 4A:4-7.1A).

BY: 
COUNTY OF MONMOUTH

BY: 
CWA LOCAL 1034
(POLICE RADIO UNIT) 4-4-07

BY: 

BY: 
4-4-07

Resolution No. 07-272

COUNTY OF MONMOUTH

RESOLUTION APPROVING THE TERMS OF A SUCCESSOR COLLECTIVE
BARGAINING AGREEMENT WITH THE
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO LOCAL 1034, BRANCH 4
(MONMOUTH COUNTY POLICE RADIO UNIT)

Freeholder BURRY offered the following resolution and moved its adoption:

WHEREAS, the County of Monmouth ("County") and the Communications Workers of America, AFL-CIO Local 1034, Branch 4 (Police Radio Unit) ("Union") have been conducting negotiations for a successor Collective Bargaining Agreement; and

WHEREAS, the parties reached a tentative agreement; and

WHEREAS, the Union has subsequently ratified the tentative terms of that Agreement; and

WHEREAS, the County desires to ratify the terms of the parties' agreement.

NOW, THEREFORE, BE IT RESOLVED that, the Board of Chosen Freeholders of the County of Monmouth ratifies the terms contained in the Memorandum of Agreement with the Union for inclusion in a successor Collective Bargaining Agreement and directs the County's Special Labor Counsel to incorporate said terms into the parties' Collective Bargaining Agreement and authorizes the County Administrator to execute said Collective Bargaining Agreement when completed.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the County Administrator and the Director of Finance.

Seconded by Freeholder CLIFTON and adopted on roll call by the following vote:

	YES	NO	ABSTAIN	ABSENT
Mrs. McMorrow	X			
Mrs. Little	X			
Mr. Clifton	X			
Mrs. Burry	X			
Mr. Barham	X			

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD April 12 2007

James Blaney
CLERK

COUNTY OF MONMOUTH

RESOLUTION APPROVING THE TERMS OF A SUCCESSOR COLLECTIVE
BARGAINING AGREEMENT WITH THE
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO LOCAL 1034, BRANCH 4
(MONMOUTH COUNTY POLICE RADIO UNIT)

Freeholder BURRY offered the following resolution and moved its adoption:

WHEREAS, the County of Monmouth ("County") and the Communications Workers of America, AFL-CIO Local 1034, Branch 4 (Police Radio Unit) ("Union") have been conducting negotiations for a successor Collective Bargaining Agreement; and

WHEREAS, the parties reached a tentative agreement; and

WHEREAS, the Union has subsequently ratified the tentative terms of that Agreement; and

WHEREAS, the County desires to ratify the terms of the parties' agreement.

NOW, THEREFORE, BE IT RESOLVED that, the Board of Chosen Freeholders of the County of Monmouth ratifies the terms contained in the Memorandum of Agreement with the Union for inclusion in a successor Collective Bargaining Agreement and directs the County's Special Labor Counsel to incorporate said terms into the parties' Collective Bargaining Agreement and authorizes the County Administrator to execute said Collective Bargaining Agreement when completed.